

WASHINGTON COUNTY BANK EQUIPMENT FINANCE DIVISION 1523 Washington Blair, NE 68008 (402) 426-2115

Equipment Lease Agreement

448510-101

Dear C	ustomer: We've writt estions you may have	en this Equipment L about it. We use the	ease in simple ar e words y <mark>ou</mark> and	id easy-to-read langua _l your to mean the Les	ge becaus see indice	e we want you to un ated below. The wo	derstand rds we. u	its terms. Please : s and our refer t	read your agre	ement carefully an	d feel free to ask us		
Lesson	Name SHINGTON C				Addre	ess		-		arcusca Desorr.			
City	MINGTON C		County		State	WASHING	TON S Zip Cod		X 248 Phone				
BLA		l l	<u>Washingtor</u>	<u> </u>	NE	1 none							
	Name Y OF LINCOL	N :			Addre 901	ess N 6TH ST.							
City Linco		C	County Lancaster		State NE	:	Zip Code	e					
1. Lea	se Agreement. W	e agree to lease	to you and yo	u agree to lease fro		e equipment list	<u>68508</u> ed belov	v. You promise	to pay us t	he lease payme	nts shown below		
Qty.	ording to the paym	ent schedule shore Description of	wn below.			·							
	New 2004 CATER			zeased		Make & Type Mod							
1						CATERPILLAR		MSO #MNZT0					
								ļ					
F						<u> </u>							
	ment to be new unl	Hours limited		sed recondi rs per year not to		5,000 hours tota	l. Over	age will be cha	rged at \$27.	50 per hour.			
	L DESCRIPTION ment location, if other	v:											
Addres	· · · · · · · · · · · · · · · · · · ·		City		Count	у	State	<u> </u>	Zip Code				
2. Ter	m and payment sch	nedule:			<u> </u>			·					
	S: The Term of thi	•	rom	<u> </u>		to				4			
	AL PAYMENTS:			1.07 , plu	s the fol					No. of the second			
4 ann	ual vear		\$ <u>14,601.0</u>		<u>year</u>	1	oeginnin	g on		and du	ie the same day		
			fter until fully	paid. : following amounts									
	Due Date	Amt.	ing dates in the	Due Date	<u> </u>	Amt.		Due Date		Amt.			
1			4				7.						
2			5				8 9	· · · · · · · · · · · · · · · · · · ·					
Option	Price: You shall h	ave the option to	purchase the	equipment at the ex	niration	of the lease term	for the	mount of \$ 72	.000.00	(Pacidus)	l Value). Your		
payme	nts shown above do	not include any	applicable tax	. If any taxes are di	ue, you	agree to pay the t	ax in ad-	dition to your se	cheduled pay	ments.	,		
your as	greement and that ted that the control of the contr	nev mav be mod	ified only by	and on the reverse s written agreement a nent will not be used	nd not b	w course of nerf	ATTMOTT CO	Von sores the	at this I pass	connect he term	instad arrant as		
This L	ease may not be to	erminated early	without Lesso	r's/Lessee's mutua	l conser	nt							
	PROPER	RTY DAMAGE	E INSURAN	CE									
Lessee is required to maintain property damage insurance (see Section 8). Lessee may, subject to the limitations of Section 8, select the insurer.						Dated							
The cost of such insurance, if obtained through the Washington County					Dated								
Bank (WCB), is \$ N/A for N/A years INSURANCE OBTAINED THROUGH WCB IS PROPERTY DAMAGE INSURANCE ONLY AND DOES NOT INCLUDE ANY LIABILITY						(Lessee) CITY OF LINCOLN							
COVERAGE REQUIRED TO BE MAINTAINED BY LESSEE. All insurance obtained through WCB commences upon acceptance of this Lease by WCB.					(Lessee)								
I (We) elect to obtain property damage insurance through WCB for the above-stated premium.					(Les	ssee)							
/7	ala Ci	N/A			(Les	isee)							
	e's Signature) CITY e's Signature)	OF LINCULN		(Date)	Ву					<u>_</u>			
(Lesse	e's Signature)		· · · · · · · · · · · · · · · · · · ·	(Date)	Title			·					
(Lesse	e's Signature)			(Date)		(If corporation, g	ve offical	l title. If owner or	partner, state	which.)			
					•					(Continue	d on the servers side		

- 16. Filing: A carbon, photographic, or other reproduction of this lease shall be sufficient for purposes of filing notice of this transaction of public record and you authorize us to file this lease for such purposes.
- 17. Controlling Law: You agree that this lease will be governed by and construed in accordance with the laws of the state of Nebraska and you agree to submit to the jurisdiction of the state and/or federal courts in the state of Nebraska.
- 18. Purchase Option: In the absence of any default, you may purchase the equipment AS IS AND WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, by paying to us the Residual Value set forth on the reverse side hereof plus any applicable taxes at the expiration of this lease. In order to exercise this option, you must provide a written notice to us at least 60 days prior to the expiration of this lease of you exercise of the option.

Lessee: CITY OF LINCOI

Lease Inventory No. 448510-101

NONAPPROPRIATION OF FUNDS. If, notwithstanding the making in good faith of a request by Lessee in accordance with appropriate procedures and with the exercise of reasonable care and diligence, the legislative body or funding authority which approves, authorizes, or appropriates funds to be paid to Lessor pursuant to this Lease does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to pay all unaccrued Rental Payments to Lessor, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 5, Lessor shall retain all sums paid hereunder by Lessee, including the security deposit, if any, paid hereunder. To the extent permitted by law, if the provisions of this Section 5 are utilized by Lessee, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed through the use of the Equipment, or to obtain from any source the services or information which the Equipment was to perform or provide, for the balance of the appropriation period following Lessee's exercise of its termination right hereunder. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

14099.CV (1/03)

448510-100

GOTO(00030142)

LESSOR:

WASHINGTON COUNTY BANK



WASHINGTON COUNTY BANK EQUIPMENT FINANCE DIVISION 1523 Washington Blair, NE 68008 (402) 426-2115

Equipment Lease Agreement

448510-100

Dear C	ustomer: We've writte estions you may have t	en this Equipment Le about it. We use the	ase in simple ar words you and	nd easy-to-read languag your to mean the Les	ge becaus see indici	ie we want you to i ated below. The v	understand vords we, u	its terms. Please s and our refer	read your agre to the Lessor in	ement carefully idicated below.	and feel free to ask us		
Lesso	r Name				Addre	ess		7.1.					
WAS City	SHINGTON C		IK 99999 Jounty		1523 State	WASHING	Zîp Cod	ST. PO BO	X 248 Phone				
BLA	IR		Vashingto:	<u> </u>	NE 68008 (402) 426-2115								
	Name OF LINCOL	N			Addre	ess N 6TH ST.							
City			ounty		State	NULLI SI.	Zip Cod	e					
Lince			ancaster		NE		68508						
1. Lea	ise Agreement. Wording to the paym	e agree to lease t ent schedule show	o you and yo vn below.	u agree to lease fro	om us th	ne equipment lis	sted belov	v. You promise	e to pay us t	he lease payr	nents shown below		
Qty.		Description of		_eased		Make &	Туре	Mod	del	Ser	ial Number		
1	New 2004 CATERI	PILLAR WHEEL I	OADER			CATERPI	LLAR	MSO #MI	NZT2		- W		
								1,120 1,112	1212				
	-								·				
	L		. – –	, F-1		<u> </u>		<u> </u>					
Equip	nent to be new unle			sed recondi rs per year not to		5.000 hours to	al. Over	age will be cha	rged at \$27.	50 ner hour			
	L DESCRIPTION nent location, if off	V:											
Addres			ity	YC.	Count		State		7: 0-1-		<u></u>		
					Count	.y	State		Zip Code				
2. Ter	m and payment sch	iedule:											
TERM	S: The Term of this	s Lease shall be fr	om			to				4			
	AL PAYMENTS:				s the fol	llowing:				America			
4 ann	ual vear	payments of			<u>year</u>		beginnin	ng on		and	due the same day		
			ter until fully	•									
SEAS(Due Date	Amt.	ig dates in the	following amounts Due Date	<u> </u>	Amt.		Due Date		Amt.			
1		111111	4	Due Due		21116.	17	Duc Date	-	Aint.			
2			5				8	. <u>.</u> .					
3	V21		6				9						
Option paymer	Price: You shall hats shown above do	ave the option to not include any	purchase the applicable tax	equipment at the ex . If any taxes are d	piration ue, you	of the lease ter agree to pay the	m for the tax in ad	amount of \$ 72	2,000.00 cheduled pay	(Resid	ual Value). Your		
vour as	greement and that t ed for in this Lease.	hev mav be modi	fied only by	and on the reverse s written agreement a ment will not be use	nd not b	ny course of ne	rformance	· Vou somee th	at thic I cace	connet he te	lusive statement of rminated except as ge receipt of a copy		
This L	ease may not be te	erminated early v	vithout Lesso	r's/Lessee's mutua	ıl conse	nt							
	PROPER	RTY DAMAGE	INSURAN	CE									
Le	ssee is required to			-							A		
8). Lessee may, subject to the limitations of Section 8, select the insurer. The cost of such insurance, if obtained through the Washington County					Dated								
Bank (WCB), is \$ \(\backslash \)/A for \(\backslash \)/A years . INSURANCE OBTAINED THROUGH WCB IS PROPERTY DAMAGE INSURANCE ONLY AND DOES NOT INCLUDE ANY LIABILITY COVERAGE REQUIRED TO BE MAINTAINED BY LESSEE. All				(Lessee) CITY OF LINCOLN									
													insurance obtained through WCB commences upon acceptance of this Lease by WCB.
	We) elect to obta pove-stated premius		ge insurance	through WCB for	(Le	ssee)					-		
		N/A			<u> </u>				 				
(Lesse	e's Signature) CITY			(Date)	(Le	ssee)							
(Lesse	e's Signature)			(Date)	Ву						_		
(Lesse	e's Signature)		<u> </u>	(Date)	Title		rive office	ll title. If owner o		mhiab >	-		
(Lesse	e's Signature)			(Date)		(11 corporation,	give offica	u nue. Il owner o	r parmer, state	wnien.)			
	<u> </u>		·		J					(Conti	nued on the reverse side.		

- 16. Filing: A carbon, photographic, or other reproduction of this lease shall be sufficient for purposes of filing notice of this transaction of public record and you authorize us to file this lease for such purposes.
- 17. Controlling Law: You agree that this lease will be governed by and construed in accordance with the laws of the state of Nebraska and you agree to submit to the jurisdiction of the state and/or federal courts in the state of Nebraska.
- 18. Purchase Option: In the absence of any default, you may purchase the equipment AS IS AND WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, by paying to us the Residual Value set forth on the reverse side hereof plus any applicable taxes at the expiration of this lease. In order to exercise this option, you must provide a written notice to us at least 60 days prior to the expiration of this lease of you exercise of the option.

Lessee: CITY OF LINCOLN	Lessee:	CITY	OF	LIN	COL	Ν
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Lease Inventory No. 448510-100

NONAPPROPRIATION OF FUNDS. If, notwithstanding the making in good faith of a request by Lessee in accordance with appropriate procedures and with the exercise of reasonable care and diligence, the legislative body or funding authority which approves, authorizes, or appropriates funds to be paid to Lessor pursuant to this Lease does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to pay all unaccrued Rental Payments to Lessor, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 5, Lessor shall retain all sums paid hereunder by Lessee, including the security deposit, if any, paid hereunder. To the extent permitted by law, if the provisions of this Section 5 are utilized by Lessee, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed through the use of the Equipment, or to obtain from any source the services or information which the Equipment was to perform or provide, for the balance of the appropriation period following Lessee's exercise of its termination right hereunder. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

14099.CV (1/03)

448510-100

GOTO(00030142)

LESSOR:

WASHINGTON COUNTY RANK



WASHINGTON COUNTY BANK EQUIPMENT FINANCE DIVISION 1523 Washington Blair, NE 68008 (402) 426-2115

Equipment Lease Agreement

448510-102

any qu	estions you may have	about it. We use	the words you	and	u easy-to-read tangua; y our to mean the Les	see indic	te we want you to ut ated below. The wo	iaersiana irds we, u	u s terms. Please i s and our refer t	ead your agre the Lessor in	ement carefully and idicated below.	d feel free to ask us	
WASHINGTON COUNTY BANK 99999						Address 1523 WASHINGTON ST. PO BOX 248							
City	-		County			State		Zip Code Phone					
BLA	e Name	·	Washing	gton		NE 68008 (402) 426-2115							
	Y OF LINCOL	LN				Address 901 N 6TH ST.							
City			County			State Zip Code							
Line			Lancaste			NE	i	68508					
I. Le	ase Agreement. Wording to the paym	e agree to leas ent schedule sh	se to you an hown below.	d yo	u agree to lease fro	m us th	e equipment list	ed belov	v. You promise	to pay us t	he lease paymen	its shown below	
Qty.	New 2004 CATER	Description		ent L	eased		Make & T	Гуре	Mod	el	Serial	Number	
1	New 2004 CALER	FILLAR WHEE	L LOADER				CATERPIL	LAR	MSO #MNZT1				
					-				17200 11711				
- .	<u> </u>		 										
equip	ment to be new unl			us hou	sed reconding rs per year not to		5 AAA hawra tata	1 Owen	ogo will be abou		***		
	L DESCRIPTION	N:				exceed .		i. Over	age will be chal	ged at \$27.	50 per hour.		
	ment location, if of	her than custon		abov	/e:	1							
Addre	SS		City			Count	у	State		Zip Code			
2. Ter	m and payment sch	redule:	<u> </u>				· · · · · · · · · · · · · · · · · · ·			<u></u>			
	S: The Term of thi		e from										
				601	1.07		to			<u>-</u>		· · · · · · · · · · · · · · · · · · ·	
4 ann	AL PAYMENTS:	•	of \$ 14,60			s the fol year	-	h = = ! ! .:		•	-4		
of eacl	vear vear		eafter until fi			<u>ycai</u>		beginnin	g on		and due	e the same day	
SEAS	ONAL: seasor	nal on the follow	wing dates in	n the	following amounts								
	Due Date	Am			Due Date		Amt.	\top	Due Date		Amt.		
1				4			_	7					
2				5				8					
3				6		<u> </u>		9					
Option payme:	Price: You shall h nts shown above do	nave the option on not include an	to purchase	the e	quipment at the exp	piration le. vol. s	of the lease term	for the	amount of \$ 72	,000.00	(Residual	Value). Your	
rou ag	ree to all the terms	s and condition	s shown abo	ove a	nd on the reverse s	ide of t	nis Lease that th	oce terr	e and condition	Core o com	alata and avaluat	ve statement of	
UUI AI	ki ocinoni anu mai i	TIES THAT DE ITH	ukiillea miiv	nv v	Millen soreement al	14 MAT N	U COUPER AT BARRY	~~~~~~	Van arman the	a thin I acam			
f this	ed for in this Lease. Lease.	. Tou also agic	æ mar me eq	Inthi	ient will not be used	ı tor per	sonal, family or l	nouseno	id purposes in ar	iy case. You	ı acknowledge re	eceipt of a copy	
his L	ease may not be to	erminated earl	y without L	esso	r's/Lessee's mutua	l conser	nt						
	PROPER	RTY DAMAC	GE INSUR	ANO	CE								
Le	essee is required to	maintain prope	erty damage	insur	ance (see Section								
8). Lessee may, subject to the limitations of Section 8, select the insurer. The cost of such insurance, if obtained through the Washington County					Dat	ed							
Bank	(WCB), is \$ N/A	nce, ii obtained	a through th for N /A	e wa	Ishington County								
Bank (WCB), is \$ N/A for N/A years . INSURANCE OBTAINED THROUGH WCB IS PROPERTY DAMAGE					(Lessee) CITY OF LINCOLN								
INSURANCE ONLY AND DOES NOT INCLUDE ANY LIABILITY					•								
COVERAGE REQUIRED TO BE MAINTAINED BY LESSEE. All insurance obtained through WCB commences upon acceptance of this					(Les	see)							
	by WCB.												
	(We) elect to obta		mage insura	nce t	hrough WCB for	(Les	see)						
the al	bove-stated premiu	m.				•	·						
		N/A				(Les	see)						
(Lesse	e's Signature) CITY	OF LINCOL	N		(Date)	(2.00	,						
(Lesse	e's Signature)				(Date)	Ву			**-				
(Lesse	e's Signature)				(Date)	Title			<u> </u>				
<u> </u>	e's Signature)	 					(If corporation, gi	ive offical	title. If owner or	partner, state	which.)		
(Lesse	e a signature)				(Date)								
											(Continued	on the reverse side)	

- 16. Filing: A carbon, photographic, or other reproduction of this lease shall be sufficient for purposes of filing notice of this transaction of public record and you authorize us to file this lease for such purposes.
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Lessee:	CITY	\mathbf{OF}	III	١C	\mathbf{or}	Ŋ
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Lease Inventory No. 448510-102

NONAPPROPRIATION OF FUNDS. If, notwithstanding the making in good faith of a request by Lessee in accordance with appropriate procedures and with the exercise of reasonable care and diligence, the legislative body or funding authority which approves, authorizes, or appropriates funds to be paid to Lessor pursuant to this Lease does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to pay all unaccrued Rental Payments to Lessor, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 5, Lessor shall retain all sums paid hereunder by Lessee, including the security deposit, if any, paid hereunder. To the extent permitted by law, if the provisions of this Section 5 are utilized by Lessee, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed through the use of the Equipment, or to obtain from any source the services or information which the Equipment was to perform or provide, for the balance of the appropriation period following Lessee's exercise of its termination right hereunder. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

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